

<i>SERFF Tracking Number:</i>	<i>SYMT-127391662</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Symetra Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49697</i>
<i>Company Tracking Number:</i>	<i>L-10063, L-10064, L-10067</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>CV UL Riders</i>		
<i>Project Name/Number:</i>	<i>CV UL Riders/L-10063, L-10064 & L-10067</i>		

Filing at a Glance

Company: Symetra Life Insurance Company

Product Name: CV UL Riders

TOI: L09I Individual Life - Flexible Premium

Adjustable Life

Sub-TOI: L09I.001 Single Life

SERFF Tr Num: SYMT-127391662 State: Arkansas

SERFF Status: Closed-Approved- State Tr Num: 49697

Closed

Co Tr Num: L-10063, L-10064, L-10067 State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Lisa Hampton, Jill Morgan, Disposition Date: 09/08/2011

Lisa Richards

Date Submitted: 09/01/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: CV UL Riders

Project Number: L-10063, L-10064 & L-10067

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: Washington, our state of domicile, is being filed under the IIPRC filing.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 09/08/2011

State Status Changed: 09/08/2011

Deemer Date:

Created By: Lisa Richards

Submitted By: Lisa Richards

Corresponding Filing Tracking Number:

Filing Description:

August 29, 2011

Arkansas Department of Insurance

Insurance Commissioner

SERFF Tracking Number: SYMT-127391662 State: Arkansas
Filing Company: Symetra Life Insurance Company State Tracking Number: 49697
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Symetra Life Insurance Company

NAIC# 1129-68608

FEIN# 91-0742147

RE: Symetra Life Insurance Company

NAIC No. 1129-68608, FEIN: 91-0742147

Included Forms: L-10063 6/11 - Guaranteed Insurability Option Rider

L-10064 6/11 - Accidental Death Benefit Rider

L-10067 6/11 – Additional Term Insurance Rider

Dear Sir or Madam:

We are submitting copies of final versions of the above referenced forms for your review. The forms are new and do not replace any forms currently in use. The content does not deviate from normal company or industry standards and contains no unusual or controversial items.

Rider form L-10063 6/11 is a Guaranteed Insurability Option Rider. This form will be available from issue ages 0 to 39. The minimum option amount is \$10,000 and the maximum option amount is \$45,000. This rider will expire on the policy anniversary nearest the insured's age 40, when the owner exercises his/her option on a special option date after the insured has reached age 37, or on the death of the primary insured. The option amount is \$1,000 per unit purchased. This rider has no Cash or Surrender Value. The maximum cost of insurance rates are payable for the term of the rider and will be deducted as monthly cost of insurance charges. Cost of insurance rates under this rider vary for males, females, smokers and non-smokers. Current cost of insurance rates will never exceed the maximum rates. The Flesch Score is 50.0.

Rider form L-10064 6/11 is an Accidental Death Benefit rider. This form will be available from issue ages 5 to 55. The minimum death benefit amount is \$50,000 and the maximum death benefit is the base policy face amount. This rider will expire on the policy anniversary nearest to the insured's age 65 or the date of the insured's death. The Death Benefit is the rider face amount purchased. This rider has no Cash or Surrender Value. The maximum cost of insurance rates are payable for the term of the rider and will be deducted as monthly cost of insurance charges. Current cost of insurance rates will never exceed the maximum rates. The Flesch Score is 50.3.

Rider form L-10067 6/11 is an Additional Term Insurance Rider. This form will be available for the primary insured or another insured from issue ages 16 to 50, Male or Female and Non-nicotine or Nicotine users. The minimum death benefit amount is \$50,000 and the maximum death benefit is the base policy face amount. This rider will expire before the insured's age 71. The Death Benefit is \$1,000 per unit purchased. This rider has no Cash or Surrender Value. The maximum cost of insurance rates are payable for the term of the rider and will be deducted as monthly cost of insurance

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charges. The cost of insurance rates under this rider vary for males, females, smokers and non-smokers. Current cost of insurance rates will never exceed the maximum rates. The Flesch Score is 50.7

The products, including the riders submitted, will be marketed by licensed representatives who are appointed with the Company and sell through bank or agency distribution systems. Commissions and gross premiums are consistent with those of the Company's individual policies and there is no deviation from usual retention.

These forms are submitted in final printed form and are subject only to minor modifications in paper stock, ink, and adaptation to computer printing. At some time in the future, it may be necessary for us to change the format, fonts, page breaks, etc. in this form in order to accommodate new technology or new printing equipment. We reserve the right to make these types of changes without re-filing as long as there is no change to the specific content of these forms. However, any such accommodation will not result in the use of a font or type style or size which would violate any law, regulation or standard.

The forms (or a substantially similar versions) are being filed concurrently in Washington, our state of domicile, under the IIPRC. We plan to introduce these forms in your state once approval has been received.

These forms are riders to be attached to the following contracts either at issue or by later signed request of the policy owner:

Form Description	Filing No.	Date Approved/ Deemed/Filed
L-10055	6/11 Flexible Premium Universal Life	SYMT-127366145 Pending Approval
L-10056	7/11 Flexible Premium Universal Life	SYMT-127368083 Pending Approval

The applications used to apply for these Contracts and riders, are as follows:

Form Description	Filing No.	Date Approved/ Deemed/Filed
LUC-166	6/11 Life Insurance Application – Part I	SYMT-127366145 Pending Approval
LUC-123	7/05 Life Insurance Application – Part II	USPH-6GHLST397 09-27-2005
LUC-18	10/07 Insured Children's Application	SYMx-125435809 02-07-2008

Other previously approved forms that will be issued with the above forms are:

Form Description	Filing No.	Date Approved/ Deemed/Filed
L-9756	10/07 Insured Children's Benefit	SYMx-125435809 02-07-2008

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L-9755/EP 3/97 Safety Benefit Paper Filing 06-02-1997
L-9754/EP 3/97 Transportation Benefit Paper Filing 05-20-1997

The Actuarial Memorandums for each rider are also included with this submission.

Thank you for your consideration of this submission.

Lisa Richards
Symetra Life Insurance Company
800-796-3872 extension 65874

Company and Contact

Filing Contact Information

Lisa Richards, Compliance Analyst II lisa.richards@symetra.com
777 108th Avenue NE, Suite 1200 425-256-5874 [Phone]
Bellevue, WA 98004 425-256-5466 [FAX]

Filing Company Information

Symetra Life Insurance Company	CoCode: 68608	State of Domicile: Washington
777 108th Ave NE, Suite 1200	Group Code: 1129	Company Type: Insurance
Bellevue, WA 98004-5135	Group Name:	State ID Number:
(800) 796-3872 ext. [Phone]	FEIN Number: 91-0742147	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$150.00
Retaliatory?	No
Fee Explanation:	3 rider forms @ \$50.00 each = \$150.00
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Symetra Life Insurance Company	\$150.00	09/01/2011	51202299

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/08/2011	09/08/2011

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Disposition

Disposition Date: 09/08/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Form	L-10063_6-11_GIO-Final_8-15-11.pdf		Yes
Form	L-10064_6-11_ADB-Final 8-15-11.pdf		Yes
Form	L-10067_6-11_ATR-Final_8-15-11.pdf		Yes

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Filing Company: Symetra Life Insurance Company State Tracking Number: 49697

Company Tracking Number: L-10063, L-10064, L-10067

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life

Adjustable Life

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Form Schedule

Lead Form Number: L-10063 6/11

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	L-10063 6/11	Policy/Cont L-10063_6-11_GIO- ract/Fratern Final_8-15-11.pdf al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.000	L-10063_6-11_GIO- Final_8-15-11.pdf
	L-10063 6/11	Policy/Cont L-10064_6-11_ADB- ract/Fratern Final 8-15-11.pdf al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.300	L-10064_6-11_ADB-Final 8-15-11.pdf
	L-10063 6/11	Policy/Cont L-10067_6-11_ATR- ract/Fratern Final_8-15-11.pdf al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.700	L-10067_6-11_ATR- Final_8-15-11.pdf

GUARANTEED INSURABILITY OPTION

This rider provides the owner with the option to purchase additional insurance on the life of the Insured on regular and special option dates as described in this rider.

1. DEFINITIONS

"Insured" means the person identified in the Coverage Description as being covered under this benefit.

"You" or **"Your"** refers to the owner of the Policy.

"We," "Our," and **"Us"** refers to Symetra Life Insurance Company.

"Attained Age" means the age of the Insured on their nearest birthday as of the most recently attained Policy Anniversary.

"Option Amount" means the maximum amount of Additional Insurance, as indicated in the Coverage Description, that can be purchased by You on each option date.

"Regular Option Date(s)" means the Policy Anniversary nearest to the Insured's 25th, 28th, 31st, 34th, 37th and 40th birthdays.

"Special Option Date(s)" means the date upon which:

- the Insured marries, or enters into a civil union or other recognized domestic partnership;
- the Insured gives birth to a living child; or
- the Insured legally adopts a child.

If a Special Option Date falls on the 29th, 30th or 31st day of the month, that Special Option Date shall be changed to the 1st day of the next month.

Other Terms that are defined in the Policy have the same meaning in this benefit.

2. GENERAL PROVISIONS

2.1 Policy Provisions

This benefit is part of the Policy to which it is attached. It is subject to all of the provisions of the Policy except as modified by this benefit.

2.2 Cost of Insurance

For the purposes of the Monthly Deduction section of the Policy, the Cost of Insurance for this benefit is shown in the Coverage Description.

2.3 Policy Values

This benefit does not increase the Policy Values. This benefit has no nonforfeiture values or loan values.

2.4 Incontestability

This benefit shall be Incontestable after it has been in force during the lifetime of the Insured for

two years from the Effective Date of this benefit or its reinstatement, except for fraud in the procurement of the benefit, when permitted by applicable law in the state where the policy is delivered or issued for delivery.

2.5 Reinstatement

This rider may be reinstated as part of the reinstatement of the Policy to which it is attached. Should the Policy and this benefit be reinstated after a lapse, any option date occurring during the period in which the Policy was not in force will be canceled.

3. ADDITIONAL INSURANCE OPTION

3.1 Benefit

You may purchase Additional Insurance up to the amount provided in the Coverage Description for this benefit on the Insured's life on Regular or Special Option Dates without evidence of insurability, while this benefit is in force. The amount of the Additional Insurance on each option date shall not exceed the Option Amount shown in this Policy's Coverage Description.

To purchase Additional Insurance on a Regular Option Date, You must submit to Us an application for the Additional Insurance 60 days prior to the Regular Option Date, as specified in the Definitions section of this benefit. To purchase Additional Insurance on a Special Option Date, You must submit to Us an application for the Additional Insurance within 60 days following the Special Option Date, as specified in the Definitions section of this benefit. The right to purchase Additional Insurance on any option date will expire if You fail to apply for the Additional Insurance within the prescribed time period. If You purchase Additional Insurance on a Special Option Date, the next Regular Option Date will not apply. You cannot purchase Additional Insurance on a Regular or Special Option Date unless the Insured is living on such option date. If the Insured dies before a Regular or Special Option Date any Additional Insurance applied for will not take effect and any charge paid for such Additional Insurance will be refunded.

With Your written consent, the Insured may apply for Additional Insurance on any option date.

3.2 Additional Insurance

Additional Insurance under this benefit may be purchased in either of the following forms:

- a Face Amount increase on the Policy; or
- a term rider that we currently issue that becomes a part of the Policy.

Any Additional Insurance that we issue must meet Our minimum issue amount requirements on the date the Additional Insurance is applied for.

Additional Insurance cannot be purchased if the Monthly Deduction and/or premium are being waived. In this situation, You may purchase a new Policy with the same Policy form as the Policy issued with this benefit, and the minimum issue amount requirements applying to such Policy will not apply.

If Additional Insurance is purchased in the form of a new rider, any supplementary benefits on the life of the Insured that are a part of the Policy or rider to which this benefit is attached do not apply to the new rider. You must apply for these supplementary benefits and such benefits will be issued with Our consent and subject to Our requirements.

3.3 Cost of Insurance for Additional Insurance

The Cost of Insurance rates for Additional Insurance purchased under this benefit are based on:

- the Attained Age of the Insured at the time the Additional Insurance is purchased for an additional term rider with initial level Cost of Insurance rates followed by increasing Cost of Insurance rates; or
- the attained duration of the Additional Insurance purchased as a new Policy under this benefit for all other coverages described in the Additional Insurance section of this benefit.

The rating class will be the same as the Policy to which this benefit is attached.

All of the terms of the Additional Insurance purchased under this benefit apply except for those as described in the Cost of Insurance for Additional Insurance section of this benefit.

3.4 Issuance of a New Policy

If the Additional Insurance is purchased in the form of a new Policy as described in the Additional Insurance section of this benefit, any supplemental benefits on the life of the Insured that are a part of the Policy or the rider to which this benefit is attached do not apply to the new Policy. You must apply for these supplementary benefits and such benefits will be issued with Our consent and subject to Our requirements.

4. TERMINATION

This benefit will terminate on the earliest of the following dates:

- the Policy Anniversary nearest to the Insured's 40th birthday;
- the date that the Policy or rider is terminated, whether by surrender or lapse, cancellation or maturity or Death of the Primary Insured;
- when You send a written request to cancel this benefit to Us; or
- when You purchase Additional Insurance on the Insured's life on a Special Option Date after the Insured has reached an Attained Age of 37.

This benefit is effective on the Policy Effective Date unless a different date is shown below.

Date of issue if other than the Policy Effective Date

Symetra Life Insurance Company



George C. Pagos
Secretary

SUPPLEMENTARY BENEFIT

Accidental Death Benefit

This benefit provides an additional benefit in the event the insured dies as a result of an accident as defined by this benefit.

1. DEFINITIONS

- 1.1 Accident** means an accidental bodily injury, which is a sudden and unforeseen event, definite as to time and place. There must be a visible bruise or wound on the exterior of the body, except in the case of drowning or internal injuries revealed by an autopsy.
- 1.2 Accidental Death** means death resulting, directly and independently of all other causes, from an Accident.
- 1.3 Insured** means the person identified in the Coverage Description as being covered under this benefit.
- 1.4 Attained Age** means the age of the Insured on their nearest birthday as of the most recently attained Policy Anniversary.
- 1.5 Other Terms** that are defined in the Policy have the same meaning in this benefit.

2. ACCIDENTAL DEATH BENEFIT

2.1 Death Benefit

You must send to us satisfactory proof that the Insured died of an Accidental Death while this benefit was in force. Upon receipt of this proof, we will pay the Accidental Death Benefit to the Beneficiary. The death must occur within 180 days from the date of the Accident.

2.2 Waiver of Premium or Monthly Deductions

If the Premiums or Monthly Deductions during total disability of the Primary Insured are waived for the Policy, they will also be waived for this benefit.

2.3 Coverage

The amount of the Accidental Death Benefit is shown in the Coverage Description. This benefit has no cash values or loan values.

3. EXCLUSIONS

3.1 Exclusions

The Accidental Death Benefit will not be payable if the Insured's death results directly or indirectly from:

- a. Suicide, while sane or insane;
- b. Disease, bodily or mental infirmity, or medical or surgical treatment;
- c. Participating in a riot, insurrection or terrorist activity;
- d. Committing or attempting to commit a felony;
- e. The voluntary taking of any drugs, whether legal, prescribed for the insured by a licensed physician and intentionally not taken as prescribed, or illegal;

- f. Traveling in or descending from any aircraft, if the Insured is the pilot, a crew member, a student pilot, or is skydiving; or
- g. War, any act of war, service in an armed force of a country at war, or any act related to military operations in time of war, whether declared or undeclared.

4. TERMINATION

4.1 Termination

This benefit will terminate on the earliest of the following dates:

- (a) The date the Policy terminates;
- (b) The Policy Anniversary nearest to the Insured's 65th birthday;
- (c) The date this benefit expires, (see the Coverage Description); or
- (d) The date of death of the Insured.

You may cancel this benefit by sending a written request to our Home Office.

Termination of this benefit shall not prejudice the payment of benefits for any Accident that occurred while this benefit was in force.

5. GENERAL PROVISIONS

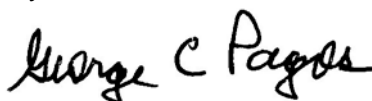
The Contract

This benefit is part of the Policy to which it is attached. The terms of the Policy also apply unless they conflict with the specific terms of this benefit.

This benefit is effective on the Policy Effective Date, unless a different date is shown below.

Date of issue if other than the Policy Effective Date:

Symetra Life Insurance Company



George C. Pagos
Secretary

ADDITIONAL TERM INSURANCE RIDER - Level Cost of Insurance

This Rider provides Additional Term Insurance for the insured(s) as identified in the Coverage Description.

1. DEFINITIONS

1.1 Primary Insured is as identified in the Coverage Description.

1.2 Insured(s) means the person(s) covered under this Rider as identified in the Coverage Description. An Insured may be the Primary Insured or another individual.

1.3 You or Your refers to the owner of the Policy.

2. GENERAL PROVISIONS

2.1 Contract

This Rider is part of the Policy to which it is attached. This Rider does not provide cash values or loan values. The terms of the Policy also apply unless they conflict with the specific terms of this Rider.

2.2 Incontestability

This Rider shall be incontestable after it has been in force during the lifetime of the Insured for two years from the Issue Date or the effective date of reinstatement of this Rider except for fraud in the procurement of the benefit when permitted by applicable law in the state where the Policy is delivered or issued for delivery.

2.3 Suicide Exclusion

If the Insured commits suicide, while sane or insane, within 2 years of the Issue Date of this Rider, the proceeds payable will be limited to the Cost of Insurance for that Insured. The Policy provides specific details regarding this exclusion.

2.4 Misstatement of Age or Gender

If the age or gender of an Insured has been misstated on any application, the amount of insurance for such insured under this Rider shall be adjusted. The adjustment will be to an amount that would have been purchased at the correct age and gender using the Cost of Insurance rates in effect on the Issue Date of this Rider.

2.5 Reinstatement

This rider may be reinstated as part of the reinstatement of the policy to which it is attached. Application for reinstatement, as well as the effective date of reinstatement, will be processed in the same fashion as reinstatement of the Policy.

3. TERM INSURANCE

3.1 Benefit

We will pay to the Beneficiary the amount of insurance in force under this Rider when we receive at our Administrative Office:

- proof that the Insured died while this Rider was in force; and
- documentation acceptable to us to establish proof of the right of the claimant to the Rider proceeds; and
- a completed claim form for each named Beneficiary.

We will pay interest on the Rider benefits from the date we receive due proof of death at the rate we pay under the Death of Insured section of the Policy unless otherwise required by law.

The amount of insurance for the Insured is shown in the Coverage Description.

3.2 Beneficiary

The beneficiary is shown in the application unless later changed. If no named beneficiary survives the Insured, the proceeds will be paid to you or your estate.

3.3 Waiver of Premium and Monthly Deductions

If the premiums or monthly deductions are waived for the Policy, they will also be waived for this Rider.

3.4 Cost of Insurance

The guaranteed monthly Cost of Insurance rates are based on issue age, duration of the Rider, amount of insurance, and rating class of the Insured. The guaranteed rates are shown in the Table of Guaranteed Maximum Cost of Insurance Rates on the Coverage Description.

3.5 Death of Primary Insured

Upon the death of the Primary Insured, the Insured may exercise the conversion privilege as described in the Conversion section of this Rider. In this case the maximum conversion age limit will not apply. We must receive the conversion request within 60 days after the death of the Primary Insured. If the Conversion Privilege is not exercised within 60 days, the rider will terminate and any premium paid past the current month will be refunded.

If the Insured is someone other than the Primary Insured and dies within 120 days after the death of the Primary Insured due to a common event, we will pay the death benefit for such Insured provided by this Rider.

3.6 Decrease in Coverage Amount

For a decrease in the coverage amount of this Rider, the effective date will be the Monthly Anniversary following the date on which we receive the request. You may not decrease the coverage amount of this Rider by more than 50% of the amount of insurance on the Rider Effective Date or below the minimum amount for which we would issue this Rider under our rules.

4. CONVERSION

4.1 Conversion

Prior to the Policy Anniversary following the Insured's 80th birthday this Rider may be exchanged for a new Policy without evidence of insurability. This Rider must be currently in force with the monthly deduction and/or premium not being waived. We must receive the conversion request prior to the Policy Anniversary following the Insured's 80th birthday.

4.2 New Policy

The new Policy will be any form of permanent life insurance we have available for conversion for the amount requested. The face amount of the new Policy may not exceed the amount of insurance of this Rider. The costs associated with the new Policy will be based on the attained age of the Insured on the conversion date. The rating class will be equivalent to the Insured's rating class for this Rider. The conversion date will be the Issue Date of the new Policy. On the conversion date, the first premium must be paid on the new Policy. This Rider will terminate upon conversion to a new Policy.

If this Rider limits any payment in the event of death from specified causes or under specified conditions, the new Policy may also, at our option, contain the same limits.

4.3 Additional Benefits

Any supplementary benefits on the life of the Insured that are a part of the Policy or this Rider will be issued with our consent and subject to our requirements. They may not exceed those in force under this Rider. They must be available at the attained age of the Insured for the plan requested. We have the right to require evidence of insurability.

5. TERMINATION

5.1 Termination

This Rider will terminate on the earliest of the following:

- surrender, termination, cancellation, conversion, or maturity of the Policy or this Rider; or
- when we receive a request to cancel the Policy or this Rider at our Administrative Office or;
- expiration date of this Rider, as shown in the Coverage Description; or
- if any premium due is not paid by the end of the Policy grace period; or
- death of the Insured; or
- death of the Primary Insured.

This Rider is effective on the Effective Date of the Policy to which it is attached unless a different date is shown below.

Date of issue if other than Policy Effective Date:

Symetra Life Insurance Company



George Pagos
Secretary

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 Company Tracking Number: L-10063, L-10064, L-10067
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: CV UL Riders
 Project Name/Number: CV UL Riders/L-10063, L-10064 & L-10067

Supporting Document Schedules

Item Status: **Status**
Date:

Satisfied - Item: Flesch Certification

Comments:

Attachments:

Flesch Cert.pdf

Akansas Certification.pdf

Item Status: **Status**
Date:

Satisfied - Item: Application

Comments:

The applications we intend to use (once approved) are as follows:

Form	Description	Filing No.	Date Approved/ Deemed/Filed
LUC-166 6/11	Life Insurance Application – Part I	SYMT-127366145	Pending Approval
LUC-123 7/05	Life Insurance Application – Part II	USPH-6GHLST397	09-27-2005
LUC-18 10/07	Insured Children's Application	SYMx-125435809	02-07-2008

Item Status: **Status**
Date:

Bypassed - Item: Health - Actuarial Justification

Bypass Reason: This is not a health insurance filing.

Comments:

Item Status: **Status**
Date:

Bypassed - Item: Outline of Coverage

Bypass Reason: This is not a health insurance filing.

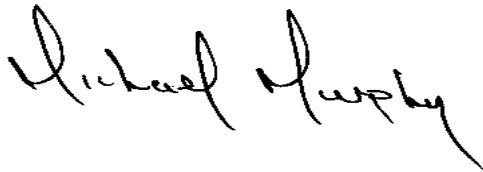
Comments:

Symetra Life Insurance Company

Flesch Certification

Form	Flesch Score
L-10063 6/11 Guaranteed Insurability Option Rider	50.0
L-10064 6/11 Accidental Death Benefit	50.3
L-10067 6/11 Additional Term Insurance Rider	50.7

I certify that this form meets or exceeds the Flesch Score required in your state.



Michael Murphy
Vice President
Symetra Life Insurance Company

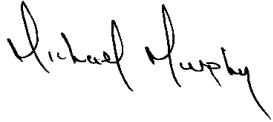
August 22, 2011

Certification

I hereby certify that to the best of my knowledge this filing is in compliance with applicable sections of Regulation 19, Regulation 49 and all other applicable requirements of the Department as applicable.

Symetra Life Insurance Company

(Company Name)

A handwritten signature in black ink that reads "Michael Murphy". The signature is written in a cursive style with a large initial "M" and a long, sweeping underline.

By Michael Murphy

(Name)

Vice President

(Title or Position)